

WORKERS' COMPENSATION FEE AGREEMENT

The undersigned retains, employs, constitutes and appoints Roger D. Fincher of THE LAW OFFICE OF ROGER FINCHER, P.A. , my attorney in fact and at law to represent me to prosecute and settle all claims or causes of action for Workers' Compensation due against my employer Donnie rakestraw.

I shall grant to them full power of attorney in the premises; for their services, I agree that said attorneys shall have and retain a fee equal to twenty-five percent(25%) of the amount recovered on said claim or claims for Workers' Compensation, or a reasonable amount less than that as may be approved by the Director of Workers' Compensation, or that amount which is deemed constitutional by law, whether such recovery be the result of trial, settlement or appeal before the Director, the Workers' Compensation Board, the Court of Appeals, or the Supreme Court of the State of Kansas; however, if no recovery be made, then the undersigned shall not be liable for any attorney's fees, provided further, that if recovery be made by any means other than through said attorneys, the undersigned will pay to said attorneys a fee equal to twenty five percent (25%) of the gross amount recovered less expenses or a reasonable amount less than that as may be approved by the Director of Workers' Compensation, or that amount which is deemed constitutional by law, and that if the fee that is ultimately approved by the Director is based upon something other than a contingent fee then the parties agree that if hourly compensation is used by the Director in awarding compensation, then such compensation will be based upon \$150.00 per hour for lawyer's time, \$40.00 per hour legal assistant time and \$40.00 an hour for computer time, plus all out-of-pocket expense, including long-distance charges and \$.20 per copy for photocopies.

No attorney fees will be charged on medical treatment expense, except if the amount allowed is for proposed or future medical treatment as part of a compromise settlement.

It is understood and agreed by the undersigned that the undersigned is to pay all actual expenses incurred by his attorneys in connection with this retainer and appointment, including but not limited to all expenses for medical examination and testimony on the part of any physicians on his behalf and said claimant shall pay all expenses and costs, if any, which may be advanced, paid or incurred by said attorneys in connection with this retainer and appointment. Such expenses and costs, if any are to be paid by the undersigned regardless of the outcome of the litigation. **Expenses shall be deducted from the gross recovery and contingent fee based on the net recovery.**

The undersigned understands his attorneys herewith have a lien on all sums recovered in this case for the described attorney's fees and costs expended on this case.

No attorney's fees will be charged to the undersigned in connection with any temporary total disability compensation **unless the payment of such compensation in the proper amount is refused, or unless such compensation is terminated by the employer and the payment of such compensation is obtained or reinstated by the efforts of the attorneys, whether by agreement, settlement, award or judgment.**

In the event services are rendered to the undersigned subsequent to the ultimate disposition of the initial and original claim and a connection with an application for review and modification, a hearing for additional medical benefits or otherwise, said attorneys shall be entitled to a

Shows I retained counsel exclusively for workers' compensation, relied on that advice, and was confined to a comp-only remedy, delaying discovery of other legal rights and supporting equitable tolling.